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9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

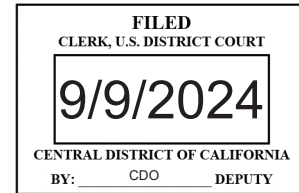
15 LUCIAN ANDREI BEJINARU,

16 Defendant.
17

No. CR 2:24-cr-00534-GW

GOVERNMENT'S FILING OF OUT-OF-
DISTRICT PLEA AGREEMENT FOR
DEFENDANT LUCIAN ANDREI BEJINARU

18 The government, by and through its attorney of record, the
19 United States Attorney for the Central District of California, hereby
20 files the attached plea agreement between defendant LUCIAN ANDREI
21 BEJINARU and the United States Attorney's Office for the Eastern
22 District of Virginia (Norfolk Division) in the above-captioned case.
23 This plea agreement is being filed in this district for purposes of
24 permitting defendant to enter a guilty plea in this district pursuant
25 to Fed. R. Crim. P. 20.
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1 Dated: August 21, 2024

Respectfully submitted,

2 E. MARTIN ESTRADA
United States Attorney

3 MACK E. JENKINS
4 Assistant United States Attorney
Chief, Criminal Division

5
6 /s/

ANDREW BROWN
7 Assistant United States Attorney

8 Attorneys for Plaintiff
UNITED STATES OF AMERICA
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Attorneys for Plaintiff
UNITED STATES OF AMERICA

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Norfolk Division

UNITED STATES OF AMERICA,

Plaintiff,

v.

LUCIAN ANDREI BEJINARU,

Defendant.

No. CR 2:19CR125

PLEA AGREEMENT FOR DEFENDANT
LUCIAN ANDREI BEJINARU

1. This constitutes the plea agreement between LUCIAN ANDREI BEJINARU ("defendant") and the United States Attorney's Office for the EASTERN DISTRICT OF VIRGINIA (NORFOLK DIVISION) ("the USAO") in the above-captioned case. All rights or powers of the USAO under this agreement may be exercised on behalf of the USAO by the United States Attorney's Office for the Central District of California. This agreement is limited to the USAO and cannot bind any other federal, state, local, or foreign prosecuting, enforcement, administrative, or regulatory authorities.

DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

a. At the earliest opportunity requested by the USAO and provided by the Court, appear and plead guilty to count one of the indictment in United States v. LUCIAN ANDREI BEJINARU, CR No.

2:19CR125, which charges defendant with CONSPIRACY TO COMMIT BANK FRAUD, in violation of 18 U.S.C. § 1349.

b. Not contest facts agreed to in this agreement.

c. Abide by all agreements regarding sentencing contained in this agreement.

d. Appear for all court appearances, surrender as ordered for service of sentence, obey all conditions of any bond, and obey any other ongoing court order in this matter.

e. Not commit any crime; however, offenses that would be excluded for sentencing purposes under United States Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not within the scope of this agreement.

f. Be truthful at all times with the United States Probation and Pretrial Services Office and the Court.

g. Pay the applicable special assessment at or before the time of sentencing unless defendant has demonstrated a lack of ability to pay such assessments.

h. Pay restitution in the amount of \$142,051.

THE USAO'S OBLIGATIONS

3. The USAO agrees to:

a. Not contest facts agreed to in this agreement.

b. Abide by all agreements regarding sentencing contained in this agreement.

1 c. At the time of sentencing, move to dismiss the
2 remaining counts of the indictment as against defendant. Defendant
3 agrees, however, that at the time of sentencing the Court may
4 consider any dismissed charges in determining the applicable
5 Sentencing Guidelines range, the propriety and extent of any
6 departure from that range, and the sentence to be imposed.

7 d. At the time of sentencing, provided that defendant
8 demonstrates an acceptance of responsibility for the offense up to
9 and including the time of sentencing, recommend a two-level reduction
10 in the applicable Sentencing Guidelines offense level, pursuant to
11 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
12 additional one-level reduction if available under that section.

13 e. Recommend that defendant be sentenced to a term of
14 imprisonment no higher than the low end of the applicable Sentencing
15 Guidelines range, provided that the offense level used by the Court
16 to determine that range is 18 or higher, and provided that the Court
17 does not depart downward in offense level or criminal history
18 category. For purposes of this agreement, the low end of the
19 Sentencing Guidelines range is that defined by the Sentencing Table
20 in U.S.S.G. Chapter 5, Part A, without regard to reductions in the
21 term of imprisonment that may be permissible through the substitution
22 of community confinement or home detention as a result of the offense
23 level falling within Zone B or Zone C of the Sentencing Table.

24 NATURE OF THE OFFENSE

25 4. Defendant understands that for defendant to be guilty of
26 the crime charged in count One, that is, CONSPIRACY TO COMMIT BANK
27 FRAUD, in violation of Title 18, United States Code, Section 1349,
28 the following must be true: First, during the time period alleged in

1 the Indictment there was an agreement between two or more persons to
2 commit bank fraud; Second, defendant became a member of the
3 conspiracy knowing of its object and intending to help accomplish it.
4 The elements of bank fraud, in turn, are as follows: First,
5 defendant knowingly carried out a scheme or plan to obtain money or
6 property from a financial institution by making false statements or
7 promises; Second, defendant knew that the statements or promises were
8 false; Third, the statements or promises were material, that is, they
9 had a natural tendency to influence, or were capable of influencing,
10 a financial institution to part with money or property; Fourth, the
11 defendant acted with the intent to defraud; and Fifth, the financial
12 institution was federally insured.

13 PENALTIES AND RESTITUTION

14 5. Defendant understands that the statutory maximum sentence
15 that the Court can impose for a violation of Title 18, United States
16 Code, Section 1349, is: 30 years imprisonment; a 5-year period of
17 supervised release; a fine of \$1,000,000 or twice the gross gain or
18 gross loss resulting from the offense, whichever is greatest; full
19 restitution, and a mandatory special assessment of \$100.

20 6. Defendant understands that supervised release is a period
21 of time following imprisonment during which defendant will be subject
22 to various restrictions and requirements. Defendant understands that
23 if defendant violates one or more of the conditions of any supervised
24 release imposed, defendant may be returned to prison for all or part
25 of the term of supervised release authorized by statute for the
26 offense that resulted in the term of supervised release, which could
27 result in defendant serving a total term of imprisonment greater than
28 the statutory maximum stated above.

1 7. Defendant understands that, by pleading guilty, defendant
2 may be giving up valuable government benefits and valuable civic
3 rights, such as the right to vote, the right to possess a firearm,
4 the right to hold office, and the right to serve on a jury.
5 Defendant understands that he is pleading guilty to a felony and that
6 it is a federal crime for a convicted felon to possess a firearm or
7 ammunition. Defendant understands that the conviction in this case
8 may also subject defendant to various other collateral consequences,
9 including but not limited to revocation of probation, parole, or
10 supervised release in another case and suspension or revocation of a
11 professional license. Defendant understands that unanticipated
12 collateral consequences will not serve as grounds to withdraw
13 defendant's guilty plea.

14 8. Defendant understands that defendant will be required to
15 pay full restitution to the victims of the offense to which defendant
16 is pleading guilty. Defendant agrees that, in return for the USAO's
17 compliance with its obligations under this agreement, the Court may
18 order restitution to persons other than the victims of the offense to
19 which defendant is pleading guilty and in amounts greater than those
20 alleged in the count to which defendant is pleading guilty. In
21 particular, defendant agrees that the Court may order restitution to
22 any victim of any of the following for any losses suffered by that
23 victim as a result: (a) any relevant conduct, as defined in U.S.S.G.
24 § 1B1.3, in connection with the offense to which defendant is
25 pleading guilty; and (b) any counts dismissed and charges not
26 prosecuted pursuant to this agreement as well as all relevant
27 conduct, as defined in U.S.S.G. § 1B1.3, in connection with those
28 counts and charges. The parties currently believe that the

1 applicable amount of restitution is at least **\$142,051**, but recognize
2 and agree that this amount could increase based on facts that come to
3 the attention of the parties prior to sentencing.

4 9. Defendant and his counsel have discussed the fact that, and
5 defendant understands that, because defendant is not a United States
6 citizen, the conviction in this case makes it practically inevitable
7 and a virtual certainty that defendant will be removed or deported
8 from the United States. Defendant may also be denied United States
9 citizenship and admission to the United States in the future.
10 Defendant understands that while there may be arguments that
11 defendant can raise in immigration proceedings to avoid or delay
12 removal, removal is presumptively mandatory and a virtual certainty
13 in this case. Defendant further understands that removal and
14 immigration consequences are the subject of a separate proceeding and
15 that no one, including his/her attorney or the Court, can predict to
16 an absolute certainty the effect of his/her conviction on his/her
17 immigration status. Defendant nevertheless affirms that he/she wants
18 to plead guilty regardless of any immigration consequences that
19 his/her plea may entail, even if the consequence is automatic removal
20 from the United States.

21 FACTUAL BASIS

22 10. Defendant admits that defendant is, in fact, guilty of the
23 offense to which defendant is agreeing to plead guilty. Defendant
24 and the USAO agree to the statement of facts provided below and agree
25 that this statement of facts is sufficient to support a plea of
26 guilty to the charge described in this agreement and to establish the
27 Sentencing Guidelines factors set forth in paragraph 11 below but is
28 not meant to be a complete recitation of all facts relevant to the

1 underlying criminal conduct or all facts known to either party that
2 relate to that conduct.

3 Beginning in or before June 2018, and continuing through at
4 least July 2018, there was an agreement between two or more
5 persons to commit bank fraud. Defendant became a member of
6 that conspiracy knowing of its object and intending to help
7 accomplish it. In furtherance of the conspiracy, defendant
8 and Pavel Salkhorian and others installed skimming devices
9 and micro cameras at ATMs, including those of ABNB Federal
10 Credit Union, which is federally insured, in the Eastern
11 District of Virginia to record the account information and
12 PINs of customers. Defendant and his co-conspirators used
13 that stolen account information to make counterfeit debit
14 cards and withdraw at least \$142,051 from ABNB Federal
15 Credit Union, and intended to steal more than \$150,000.
16 The offense involved at least 220 victims who had their
17 means of identification used unlawfully and without
18 authority.

19 SENTENCING FACTORS

20 11. Defendant understands that in determining defendant's
21 sentence the Court is required to calculate the applicable Sentencing
22 Guidelines range and to consider that range, possible departures
23 under the Sentencing Guidelines, and the other sentencing factors set
24 forth in 18 U.S.C. § 3553(a). Defendant understands that the
25 Sentencing Guidelines are advisory only, that defendant cannot have
26 any expectation of receiving a sentence within the calculated
27 Sentencing Guidelines range, and that after considering the
28 Sentencing Guidelines and the other § 3553(a) factors, the Court will
be free to exercise its discretion to impose any sentence it finds
appropriate up to the maximum set by statute for the crime of
conviction.

12. Defendant and the USAO agree to the following applicable
Sentencing Guidelines factors:

Base Offense Level: 7 U.S.S.G. § 2B1.1(a)(1)

1 Loss Is More Than \$150,000: +10 U.S.S.G. § 2B1.1(b) (1) (F)
 2 Offense involved 10 or more +2 U.S.S.G. § 2B1.1
 3 victims: (b) (2) (A) (i)

4 Offense involved (A) the +2 U.S.S.G. § 2B1.1
 5 possession or use of any (i) (b) (11) (A), (B), and (C)
 6 device-making equipment, or
 7 (ii) authentication feature;
 8 (B) the production or
 9 trafficking of any (i)
 10 unauthorized access device or
 11 counterfeit access device, or
 12 (ii) authentication feature;
 13 or (C) (i) the unauthorized
 14 transfer or use of any means
 15 of identification unlawfully
 16 to produce or obtain any
 17 other means of
 18 identification:

13 Acceptance of Responsibility: -2 U.S.S.G. § 3E1.1(a)
 14 Acceptance of Responsibility: -1 U.S.S.G. § 3E1.1(b)
 15 Total Offense Level: 18
 16

17 The USAO will agree to a two-level downward adjustment for acceptance
 18 of responsibility and, if applicable, move for an additional one-
 19 level downward adjustment under U.S.S.G. § 3E1.1(b)) only if the
 20 conditions set forth in paragraph 3.d are met and if defendant has
 21 not committed, and refrains from committing, acts constituting
 22 obstruction of justice within the meaning of U.S.S.G. § 3C1.1, as
 23 discussed below. Subject to paragraph 24 below, defendant and the
 24 USAO agree not to seek, argue, or suggest in any way, either orally
 25 or in writing, that any other specific offense characteristics,
 26 adjustments, or departures relating to the offense level be imposed.
 27 Defendant agrees, however, that if, after signing this agreement but
 28 prior to sentencing, defendant were to commit an act, or the USAO

1 were to discover a previously undiscovered act committed by defendant
2 prior to signing this agreement, which act, in the judgment of the
3 USAO, constituted obstruction of justice within the meaning of
4 U.S.S.G. § 3C1.1, the USAO would be free to seek the enhancement set
5 forth in that section and to argue that defendant is not entitled to
6 a downward adjustment for acceptance of responsibility under U.S.S.G.
7 § 3E1.1.

8 13. Defendant understands that there is no agreement as to
9 defendant's criminal history or criminal history category.

10 14. With respect to count one, Defendant and the USAO agree
11 that, taking into account the factors listed in 18 U.S.C.
12 § 3553(a)(1)-(7), the relevant Sentencing Guidelines effective in
13 June 2024 represent a reasonable basis for the Court to determine
14 defendant's sentence in this case, and that defendant should be
15 sentenced in accordance with the Sentencing Guidelines. Therefore,
16 subject to paragraph 24 below, with respect to count one, defendant
17 and the USAO agree not to argue, either orally or in writing, that
18 the Court (a) not follow the Sentencing Guidelines in imposing
19 sentence; (b) impose a sentence not in accordance with the Sentencing
20 Guidelines; or (c) impose a term of imprisonment outside the
21 sentencing range for the Total Offense Level stipulated to in
22 paragraph 11 above.

23 WAIVER OF CONSTITUTIONAL RIGHTS

24 15. Defendant understands that by pleading guilty, defendant
25 gives up the following rights:

- 26 a. The right to persist in a plea of not guilty.
27 b. The right to a speedy and public trial by jury.

1 c. The right to be represented by counsel - and if
2 necessary have the Court appoint counsel -- at trial. Defendant
3 understands, however, that, defendant retains the right to be
4 represented by counsel - and if necessary have the Court appoint
5 counsel - at every other stage of the proceeding.

6 d. The right to be presumed innocent and to have the
7 burden of proof placed on the government to prove defendant guilty
8 beyond a reasonable doubt.

9 e. The right to confront and cross-examine witnesses
10 against defendant.

11 f. The right to testify and to present evidence in
12 opposition to the charges, including the right to compel the
13 attendance of witnesses to testify.

14 g. The right not to be compelled to testify, and, if
15 defendant chose not to testify or present evidence, to have that
16 choice not be used against defendant.

17 h. Any and all rights to pursue any affirmative defenses,
18 Fourth Amendment or Fifth Amendment claims, and other pretrial
19 motions that have been filed or could be filed.

20 WAIVER OF APPEAL OF CONVICTION

21 16. Defendant understands that, with the exception of an appeal
22 based on a claim that defendant's guilty plea was involuntary, by
23 pleading guilty defendant is waiving and giving up any right to
24 appeal defendant's conviction on the offense to which defendant is
25 pleading guilty. Defendant understands that this waiver includes,
26 but is not limited to, arguments that the statute to which defendant
27 is pleading guilty is unconstitutional, and any and all claims that
28

1 the statement of facts provided herein is insufficient to support
2 defendant's plea of guilty.

3 WAIVER OF APPEAL OF SENTENCE AND WAIVER OF COLLATERAL ATTACK

4 17. Defendant gives up the right to appeal all of the
5 following: (a) the procedures and calculations used to determine and
6 impose any portion of the sentence; (b) the term of imprisonment
7 imposed by the Court, provided it is within the statutory maximum;
8 (c) the fine imposed by the Court, provided it is within the
9 statutory maximum; (d) to the extent permitted by law, the
10 constitutionality or legality of defendant's sentence, provided it is
11 within the statutory maximum; (e) the amount and terms of any
12 restitution order, provided it requires payment of no more than
13 \$1,000,000; (f) the term of probation or supervised release imposed
14 by the Court, provided it is within the statutory maximum; and
15 (g) any of the following conditions of probation or supervised
16 release imposed by the Court: the conditions set forth in Second
17 Amended General Order 20-04 of this Court; the drug testing
18 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the
19 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

20 18. Defendant also gives up any right to bring a post-
21 conviction collateral attack on the conviction or sentence, including
22 any order of restitution, except a post-conviction collateral attack
23 based on a claim of ineffective assistance of counsel, a claim of
24 newly discovered evidence, or an explicitly retroactive change in the
25 applicable Sentencing Guidelines, sentencing statutes, or statutes of
26 conviction.

27 19. The USAO agrees that, provided (a) all portions of the
28 sentence are at or below the statutory maximum specified above and

1 (b) the Court imposes a term of imprisonment of no less than the low
2 end of the Guideline range, the USAO gives up its right to appeal any
3 portion of the sentence, with the exception that the USAO reserves
4 the right to appeal the following: (a) the amount of restitution
5 ordered if that amount is less than \$142,051.

6 RESULT OF WITHDRAWAL OF GUILTY PLEA

7 20. Defendant agrees that if, after entering a guilty plea
8 pursuant to this agreement, defendant seeks to withdraw and succeeds
9 in withdrawing defendant's guilty plea on any basis other than a
10 claim and finding that entry into this plea agreement was
11 involuntary, then the USAO will be relieved of all of its obligations
12 under this agreement; and any applicable statute of limitations will
13 be tolled between the date of defendant's signing of this agreement
14 and the filing commencing any such action; and (ii) defendant waives
15 and gives up all defenses based on the statute of limitations, any
16 claim of pre-indictment delay, or any speedy trial claim with respect
17 to any such action, except to the extent that such defenses existed
18 as of the date of defendant's signing this agreement.

19 EFFECTIVE DATE OF AGREEMENT

20 21. This agreement is effective upon signature and execution of
21 all required certifications by defendant, defendant's counsel, and an
22 Assistant United States Attorney.

23 BREACH OF AGREEMENT

24 22. Defendant agrees that if defendant, at any time after the
25 signature of this agreement and execution of all required
26 certifications by defendant, defendant's counsel, and an Assistant
27 United States Attorney, knowingly violates or fails to perform any of
28 defendant's obligations under this agreement ("a breach"), the USAO

1 may declare this agreement breached. All of defendant's obligations
2 are material, a single breach of this agreement is sufficient for the
3 USAO to declare a breach, and defendant shall not be deemed to have
4 cured a breach without the express agreement of the USAO in writing.
5 If the USAO declares this agreement breached, and the Court finds
6 such a breach to have occurred, then: (a) if defendant has previously
7 entered a guilty plea pursuant to this agreement, defendant will not
8 be able to withdraw the guilty plea, and (b) the USAO will be
9 relieved of all its obligations under this agreement.

10 23. Following the Court's finding of a knowing breach of this
11 agreement by defendant, should the USAO choose to pursue any charge
12 that was either dismissed or not filed as a result of this agreement,
13 then:

14 a. Defendant agrees that any applicable statute of
15 limitations is tolled between the date of defendant's signing of this
16 agreement and the filing commencing any such action.

17 b. Defendant waives and gives up all defenses based on
18 the statute of limitations, any claim of pre-indictment delay, or any
19 speedy trial claim with respect to any such action, except to the
20 extent that such defenses existed as of the date of defendant's
21 signing this agreement.

22 c. Defendant agrees that: (i) any statements made by
23 defendant, under oath, at the guilty plea hearing (if such a hearing
24 occurred prior to the breach); (ii) the agreed to factual basis
25 statement in this agreement; and (iii) any evidence derived from such
26 statements, shall be admissible against defendant in any such action
27 against defendant, and defendant waives and gives up any claim under
28 the United States Constitution, any statute, Rule 410 of the Federal

1 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
2 Procedure, or any other federal rule, that the statements or any
3 evidence derived from the statements should be suppressed or are
4 inadmissible.

5 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

6 OFFICE NOT PARTIES

7 24. Defendant understands that the Court and the United States
8 Probation and Pretrial Services Office are not parties to this
9 agreement and need not accept any of the USAO's sentencing
10 recommendations or the parties' agreements to facts or sentencing
11 factors.

12 25. Defendant understands that both defendant and the USAO are
13 free to: (a) supplement the facts by supplying relevant information
14 to the United States Probation and Pretrial Services Office and the
15 Court, (b) correct any and all factual misstatements relating to the
16 Court's Sentencing Guidelines calculations and determination of
17 sentence, and (c) argue on appeal and collateral review that the
18 Court's Sentencing Guidelines calculations and the sentence it
19 chooses to impose are not error, although each party agrees to
20 maintain its view that the calculations in paragraph 11 are
21 consistent with the facts of this case. While this paragraph permits
22 both the USAO and defendant to submit full and complete factual
23 information to the United States Probation and Pretrial Services
24 Office and the Court, even if that factual information may be viewed
25 as inconsistent with the facts agreed to in this agreement, this
26 paragraph does not affect defendant's and the USAO's obligations not
27 to contest the facts agreed to in this agreement.

1 26. Defendant understands that even if the Court ignores any
2 sentencing recommendation, finds facts or reaches conclusions
3 different from those agreed to, and/or imposes any sentence up to the
4 maximum established by statute, defendant cannot, for that reason,
5 withdraw defendant's guilty plea, and defendant will remain bound to
6 fulfill all defendant's obligations under this agreement. Defendant
7 understands that no one -- not the prosecutor, defendant's attorney,
8 or the Court -- can make a binding prediction or promise regarding
9 the sentence defendant will receive, except that it will be within
10 the statutory maximum.

11 NO ADDITIONAL AGREEMENTS

12 27. Defendant understands that, except as set forth herein,
13 there are no promises, understandings, or agreements between the USAO
14 and defendant or defendant's attorney, and that no additional
15 promise, understanding, or agreement may be entered into unless in a
16 writing signed by all parties or on the record in court.

17 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

18 28. The parties agree that this agreement will be considered
19 part of the record of defendant's guilty plea hearing as if the
20 entire agreement had been read into the record of the proceeding.

21 ///

1 AGREED AND ACCEPTED

2 UNITED STATES ATTORNEY'S OFFICE
3 FOR THE EASTERN DISTRICT OF
4 VIRGINIA (NORFOLK DIVISION)

5 JESSICA D. ABER
6 United States Attorney



7 ELIZABETH M. YUSI
8 Assistant United States Attorney

9 LUCIAN ANDREI BEJINARU
10 Defendant

11 KELLEY MUNOZ
12 Attorney for Defendant LUCIAN
13 ANDREI BEJINARU
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9/5/24

Date

8.22.24

Date

8-22-24

Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charge and wish to take advantage of the promises set forth in this agreement, and not for any other reason.



LUCIAN ANDREI BEJINARU
Defendant

8.22.24

Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am LUCIAN ANDREI BEJINARU's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines

1 provisions, and of the consequences of entering into this agreement.
2 To my knowledge: no promises, inducements, or representations of any
3 kind have been made to my client other than those contained in this
4 agreement; no one has threatened or forced my client in any way to
5 enter into this agreement; my client's decision to enter into this
6 agreement is an informed and voluntary one; and the factual basis set
7 forth in this agreement is sufficient to support my client's entry of
8 a guilty plea pursuant to this agreement.

9 
10 KELLEY MUNOZ
11 Attorney for Defendant LUCIAN
ANDREI BEJINARU

8-22-24
Date